

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO

VALERIE CHAVEZ,

Plaintiff,

v.

Case No. 1:15-CV-00857

GOVERNMENT EMPLOYEE INSURANCE  
COMPANY

Defendant.

**NOTICE OF REMOVAL**

Government Employee Insurance Company (hereinafter "Defendant") by and through its counsel of record, Chapman and Charlebois, P.C., (Nicole M. Charlebois and Mark D. Trujillo), hereby files this Notice of Removal pursuant to 28 U.S.C. §§ 1331, 1441 and 1446, and in support thereof, states as follows:

1. Plaintiff Valerie Chavez ("Plaintiff") filed her Complaint for Damages ("Complaint") in the Second Judicial District, Bernalillo County, State of New Mexico, in Cause No. D-202-CV-2015-06633 (hereinafter "State Court Action") on August 18, 2015. (See Plaintiff's Complaint, attached hereto as Exhibit A).

2. In her Complaint, Plaintiff alleges she is a resident of the State of New Mexico. (*Id.* at ¶ 1).

3. Plaintiff named Defendant, Government Employee Insurance Company, as the only Defendant in Plaintiff's Complaint.

4. Defendant asserts its principal place of business is in the state of Maryland, and is also incorporated in the state of Maryland.

5. Diversity of citizenship is present in this matter as set forth in 28 U.S.C. § 1332(a) and 28 U.S.C. § 1441(b)(2).

6. Defendant accepted service through the State of New Mexico, Office of Superintendent of Insurance on August 27, 2015. (See Exhibit B).

7. Less than thirty (30) days have passed since Defendant accepted service of the initial pleadings on this matter.

8. As Defendant has accepted service and is the only Defendant served in this matter, 28 U.S.C. § 1446(b)(2)(A) is satisfied. (See Register of Actions for the State Court Action, hereto attached as Exhibit C).

9. Pursuant to Plaintiff's complaint allegations, the amount of money damages and losses resulting from her injuries and from which Plaintiff seeks from Defendant is "greatly in excess of the \$25,000 she settled her claims against the tortfeasor for". (See Exhibit A, at ¶ 8).

10. In fact, Plaintiff has made a demand for \$175,000 as full and final settlement of her underinsured motorist bodily injury claim. (See Letter from Plaintiff's counsel dated March 7, 2013, hereto attached as Exhibit D).

11. Pursuant to Plaintiff's complaint allegations, and previous settlement demand, the amount in controversy exceeds \$75,000, as set forth in 28 U.S.C. §§ 1441(b)(2).

12. This case may be removed to this Court by Defendant pursuant to the provisions of 28 U.S.C. §§ 1441(b) and 1446.

13. By and through this Notice of Removal, Defendant removes all claims asserted against it on the basis of diversity jurisdiction, which is conferred upon this Court pursuant to 28 U.S.C. §§ 1332 and 1441.

14. Pursuant to 28 U.S.C. § 1446(d), written notice of the filing of this Notice of Removal is being concurrently served upon the Plaintiff on this date.

15. Pursuant to 28 U.S.C. § 1446(d), Defendant is concurrently filing a Notice of Filing of Removal in the State Court Action, a copy of which is hereto attached as Exhibit E.

16. In addition to the Notice of Filing Removal in the State Court Action, Defendant is concurrently filing an Entry of Appearance in the State Court Action on this date, a copy of which is hereto attached as Exhibit F.

17. Pursuant to 28 U.S.C. § 1446(a) and D.N.M.LR-Civ. 81.1(a), all process, pleadings, and orders from the State Court Action will be filed with this Court in a separate Transmittal of State Court Record within twenty-eight days (28) of this Notice.

18. A Civil Cover Sheet for this Court is hereto attached as Exhibit G.

**WHEREFORE**, the removing Defendant gives notice the above-styled action, which was pending in the Second Judicial District, Bernalillo County, State of New Mexico, as Cause No. D-202-CV-2015-06633 is removed to this Court.

Respectfully Submitted,

**CHAPMAN AND CHARLEBOIS, P.C.**

/s/ Mark D. Trujillo

Nicole M. Charlebois

Mark D. Trujillo

P.O. Box 92438

Albuquerque, NM 87199

Tel: (505) 242-6000

nicole@cclawnm.com

mark@cclawnm.com

*Attorneys for Defendant Government  
Employee Insurance Company*

I HEREBY CERTIFY that on the 25<sup>th</sup> day of September, 2015, I filed the foregoing electronically through the CM/ECF system, which caused the following counsel of record to be served by electronic means, as more fully reflected on the Notice of Electronic Filing, and by email to the following counsel of record:

Brian K. Branch  
Law Office of Brian K. Branch  
715 Marquette, NW  
Albuquerque, NM 87102  
(505) 764-9710  
[bbranch@bkblaw.net](mailto:bbranch@bkblaw.net)

And

Rudolph B. Chavez  
Law Office of Rudolph B. Chavez  
2014 Central Ave., SW  
Albuquerque, NM 87104  
(505) 242-5500  
[rchavez112@comcast.net](mailto:rchavez112@comcast.net)  
*Attorneys for Plaintiff*

/s/ Mark D. Trujillo

FILED IN MY OFFICE  
DISTRICT COURT CLERK  
8/18/2015 3:41:48 PM  
James A. Noel  
Chris Peck

SECOND JUDICIAL DISTRICT COURT  
COUNTY OF BERNALILLO  
STATE OF NEW MEXICO

VALERIE CHAVEZ,

Plaintiff,

vs,

No.

D-202-CV-2015-06633

GOVERNMENT EMPLOYEE INSURANCE  
COMPANY,

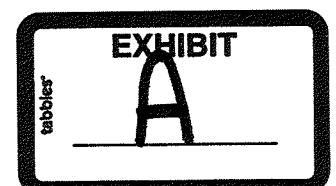
Defendant.

**PLAINTIFF'S COMPLAINT FOR UNDERINSURED MOTORIST COVERAGE  
BENEFITS, BAD FAITH, BREACH OF CONTRACT, VIOLATION OF THE NEW  
MEXICO UNFAIR CLAIMS PRACTICES ACT, NEGLIGENCE, AND VIOLATION OF  
THE NEW MEXICO UNFAIR TRADE PRACTICES ACT**

COMES NOW, the Plaintiff in the above entitled and numbered cause of action by and through her attorneys of record **THE LAW OFFICES OF BRIAN K. BRANCH** (Brian K. Branch), and **THE LAW OFFICE OF RUDOLPH CHAVEZ** (Rudy Chavez) and in support of her Complaint would state as follows:

**GENERAL ALLEGATIONS**

1. Plaintiff, Valerie Chavez, at all times material hereto was a resident of the City of Albuquerque, Bernalillo County, State of New Mexico.
2. Defendant Government Employee Insurance Company (hereinafter referred to as GEICO) is a corporation authorized to do business in the State of New Mexico and, at all times material hereto, was actually doing business in the State of New Mexico.
3. Defendant GEICO was at all times material hereto was licensed to and was selling automobile insurance in the State of New Mexico.



4. Upon information and belief as part of the business of the Defendant GEICO is is the investigation, adjusting, and the handling of underinsured motorist of its insureds.

5. On November 4, 2011 and at all times material hereto the Plaintiff had an automobile insurance policy with Defendant GEICO. Said insurance policy provided uninsured/underinsured Motorist Coverage covering provided up to \$100,000.00 in uninsured/underinsured motorist coverage.

6. On or about November 4, 2011, Plaintiff was involved in an automobile accident in Albuquerque, New Mexico, which resulted in serious injuries and resulting damages to the Plaintiff. At the time, Plaintiff was driving a vehicle owned by Plaintiff, with full insurance coverage with Defendant GEICO, including uninsured/underinsured Motorist Coverage.

7. Plaintiff after obtaining consent from the Defendant GEICO settled her personal injury claim against the party at fault in the subject accident for the available liability policy limits of \$25,000.00, and with the understanding that the Plaintiff intended to pursue a claim under her uninsured/underinsured motorist coverage under Plaintiff's policy of insurance with the Defendant GEICO.

8. Plaintiff's damages and losses resulting from her injuries suffered in the subject accident are greatly in excess of the \$25,000.00 she settled her claims against the tortfeasor for.

9. Beginning on or about January 15, 2015 and continuing through the present Plaintiff has attempted in good faith to settle any claim she had under her underinsured motorist coverage with the Defendant GEICO. These attempts have included but not been limited to providing Defendants with a settlement demand, setting forth Plaintiff's basis for the demand, as well as providing Defendants with copies of her medical records, medical bills, and the

police report. Despite these attempts on the part of the Plaintiff, the Defendant GEICO has failed and/or refused to respond to, honor or settle Plaintiff's claim or do so in a reasonable and timely manner.

COUNT I  
GEICO'S BAD FAITH

10. Plaintiff hereby adopts and incorporates by reference herein paragraphs 1 through 9 of her Complaint as though set forth in full.

11. Defendant GEICO's failure and/or refusal to pay and/or respond in a reasonably prompt fashion to Plaintiff's settlement demand on her underinsured motorist claim arising out of the accident of November 4, 2011, were for reasons which were frivolous, unfounded, not supported by law or fact, and that placed the rights and interest of the Defendant GEICO before those of the Plaintiff.

12. Defendant GEICO's refusal to even attempt to resolve the Plaintiff's underinsured motorist claim was likewise for reasons which are frivolous, unfounded, not supported by law or fact, and that placed the rights and interest of the Defendant GEICO before those of the Plaintiff.

12. With respect to Plaintiff's claim, Defendant GEICO failed and/or refused to communicate with Plaintiff and/or her attorney; has failed and/or refused to respond in a reasonable manner to numerous letters sent to Defendant GEICO; has failed and/or refused to make any effort to negotiate a settlement or resolution of Plaintiff's underinsured motorist claim; and have otherwise acted in complete bad faith as that term is legally recognized with respect to Defendant GEICO's dealings with the Plaintiff. All of this conduct was ongoing and some continues to the present.

13. Defendant GEICO's conduct as set out above ignored the rights and interest of the

Plaintiff, and placed the interest of the Defendant above the rights and interest of the Plaintiff.

14. As a direct and proximate result of the Defendant GEICO's bad faith in denying and/or refusing and/or ignoring Plaintiff's claim for frivolous and/or unfounded reasons, Plaintiff has sustained monetary damages and will continue to sustain monetary damages in the future, all in an amount not presently determinable but to be proven at the time of trial.

15. Defendant GEICO's conduct as described above was willful, wanton, malicious, reckless, in bad faith, or grossly negligent thus warranting an award of punitive damages in an amount to be determined by the trier of fact and sufficient to punish the Defendant GEICO for its conduct and to deter others from similar conduct.

16. Defendant GEICO's conduct as described above was committed by its agents, representatives, or employees and such conduct was ratified and/or acquiesced to by the Defendant or in the alternative was committed by employees and/or agents of the Defendant while acting in a managerial capacity with the Defendant.

**COUNT II**  
**GEICO'S BREACH OF CONTRACT**

17. Plaintiff adopts and incorporates by reference herein paragraphs 1 through 16 of her Complaint as set forth in full.

18. Defendant GEICO expressly and/or impliedly represented that it would in good faith thoroughly and fairly investigate and process any claims Plaintiff may make under her policy of insurance with Defendant GEICO and such representations were material to the formation of the contract of insurance with Defendant GEICO.

19. Defendant GEICO is in breach of said contract of insurance and, as a result, Plaintiff



has incurred monetary damages as aforesaid and Defendant GEICO is therefore liable for all such damages suffered by Plaintiff as a result of Defendant's breach, all in an amount to be proven at the time of trial.

20. Defendant GEICO's conduct as described above was willful, wanton, malicious, reckless, and/or in bad faith thus warranting an award of punitive damages in an amount to be determined by the trier of fact and sufficient to punish the Defendant GEICO for its conduct and to deter others from similar conduct.

21. Defendant GEICO's conduct as described above was committed by its agents, representatives, and/or employees and such conduct was ratified and/or acquiesced to by the Defendant or in the alternative was committed by employees and/or agents of the Defendant while acting in a managerial capacity with the Defendant.

**COUNT III**  
**GEICO'S VIOLATION OF THE**  
**NEW MEXICO INSURANCE CODE**

22. Plaintiff adopts and incorporates by reference herein paragraphs 1 through 21 of her Complaint as though set forth in full.

23. Defendant GEICO in doing the acts alleged herein, violated the statutory duties imposed on it by the New Mexico Insurance Code, and more particularly, NMSA 1978 §59A-16-20 (2012 Repl.) of that Act and said Defendant has engaged in acts and practices prohibited by said statutory provisions.

24. Plaintiff is a member of the class of general public for whose benefit the aforementioned statute was enacted.

25. As a direct and proximate result of Defendant GEICO's failure to promptly,

thoroughly and fairly investigate and negotiated Plaintiff's claim and act thereon, Plaintiff has suffered monetary damages and will suffer monetary damages in the future in an amount not presently determinable but to be proven at the time of trial.

26. Defendant GEICO's conduct as described above was willful, wanton, malicious, reckless, and/or in bad faith thus warranting an award of punitive damages in an amount to be determined by the trier of fact and sufficient to punish the Defendant GEICO for its conduct and to deter others from similar conduct.

27. Defendant GEICO's conduct as described above was committed by its agents, representatives, or employees and such conduct was ratified and/or acquiesced to by the Defendant or in the alternative was committed by employees and/or agents of the Defendant while acting in a managerial capacity with the Defendant.

28. Plaintiff has had to obtain the services of attorneys to pursue this matter and, as such, pursuant to NMSA 1978 §59A-16-30 (Repl. 2000) and NMSA 1978 §39-2-1 (Repl. 2012), Plaintiff is entitled to an award of attorney's fees and reasonable costs associated therewith.

COUNT IV  
GEICO'S VIOLATION OF THE NEW MEXICO  
UNFAIR PRACTICES ACT

29. Plaintiff adopts and incorporates by reference herein each and every allegation contained in paragraphs 1 through 28 of her Complaint as though set forth in full.

30. At all times pertinent hereto, Defendant GEICO was a person as defined by NMSA 1978 §57-12-2(A) (Repl. 2012) engaged in trade or commerce as defined by NMSA 1978 §57-12-2(B) (Repl. 2012).

31. Defendant GEICO has committed unfair or deceptive trade practices as that term is defined in NMSA 1978 §57-12-2(C), (Repl. 2012).

32. Further the Defendant GEICO has committed unconscionable trade practices as that term is defined in NMSA 1978 §57-12-2(D), (Repl. 2012).

33. As a direct and natural consequence of the Defendant GEICO's violation of the Unfair Practices Act, the Plaintiff has been damaged in an amount not presently determinable, but to be proven at the time of trial.

34. Defendant has willfully engaged in unfair and deceptive trade practices, and as such, Plaintiff is entitled to recover additional damages in an amount up to three (3) times her actual damages.

35. It has become necessary for Plaintiffs to employ an attorney for purposes of representing her herein, and therefore, she is entitled to recover her attorney fees and reasonable costs.

COUNT V  
GEICO'S NEGLIGENCE

36. Plaintiff incorporates paragraphs 1 through 35 of her Complaint as though set forth in full.

37. The Defendant GEICO had a legal duty to exercise due and reasonable care in the adjusting, investigation, and handling of Plaintiff's underinsured motorist claim.

38. Defendant GEICO failed to exercise due and reasonable care in the adjusting, handling, and investigation of Plaintiff's underinsured motorist claim, and as such is in breach of their legal duty to Plaintiff.

39. As a direct and proximate result of the Defendant GEICO's negligent acts and omissions Plaintiff has suffered monetary damages and will suffer monetary damages in the future all in an amount not presently determinable but to be proven at the time of trial.

40. Defendant GEICO's conduct as described above was willful, wanton, malicious, reckless, and/or in bad faith thus warranting an award of punitive damages in an amount to be determined by the trier of fact and sufficient to punish the Defendant GEICO for its conduct and to deter others from similar conduct.

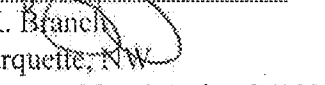
41. Defendant GEICO's conduct as described above was committed by its agents, representatives, or employees and such conduct was ratified and/or acquiesced to by the Defendant or in the alternative was committed by employees and/or agents of the Defendant while acting in a managerial capacity with the Defendant.

**PRAYER FOR RELIEF**

WHEREFORE, by reason of the premises described herein the Plaintiff prays that judgment be entered against the Defendant GEICO and in favor of the Plaintiff for compensatory damages in an amount to be proved at trial; punitive damages in an amount to be determined by the trier of fact; pre-judgment interest at the rate allowed by law; post-judgment interest at the rate allowed by law; reasonable costs; attorney's fees; and for such other and further relief to which Plaintiffs may be justly entitled.

Respectfully submitted,

**LAW OFFICE OF BRIAN K. BRANCH**

  
\_\_\_\_\_  
Brian K. Branch  
715 Marquette, NW  
Albuquerque, New Mexico 87102  
(505) 764-9710  
(505) 764-9722 (fax)

AND

**THE LAW OFFICE OF RUDOLPH B. CHAVEZ**

Rudolph B. Chavez  
2014 Central Ave SW  
Albuquerque, New Mexico 87104  
(505) 242-5500

**STATE OF NEW MEXICO  
OFFICE OF SUPERINTENDENT OF INSURANCE  
CERTIFICATE**

SECOND JUDICIAL DISTRICT COURT  
COUNTY OF BERNALILLO  
STATE OF NEW MEXICO

D202CV2015-06633

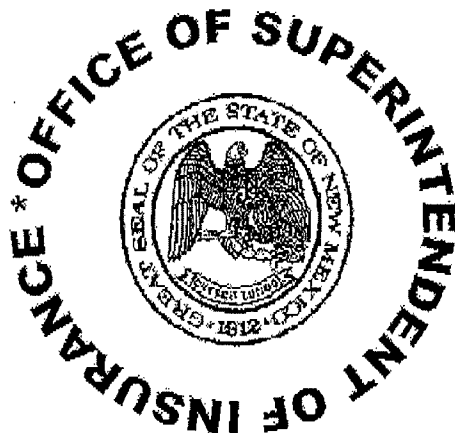
VALERIE CHAVEZ,  
Plaintiff(s),

VS.

GOVERNMENT EMPLOYEE INSURANCE COMPANY,  
Defendant(s),

**ACCEPTANCE OF SERVICE**

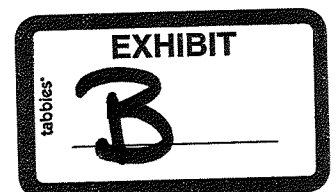
I, John G. Franchini, Superintendent of Insurance of the State of New Mexico, do hereby certify that a copy of a Notice and Receipt of Summons, Summons, Plaintiff's Complaint for Underinsured Motorist Coverage Benefits, Bad Faith, Breach of Contract, Violation of the New Mexico Unfair Claims Practices Act, Negligence and Violation of the New Mexico Unfair Trade Practices Act, on the above styled cause was accepted by me on behalf of GOVERNMENT EMPLOYEE INSURANCE COMPANY, on August 27, 2015, provided in Sections 59A-5-31 and 59A-5-32 NMSA 1978, and was received by said company on August 31, 2015, as shown by return receipt by Postmaster,



In Witness Whereof, I have  
hereunto set my official seal  
on this 8th of September, 2015

*John G. Franchini*

Superintendent of Insurance



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**REGISTER OF ACTIONS****CASE No. D-202-CV-2015-06633**

Valerie Chavez v. Government Employee Insurance Company

§  
§  
§  
§  
§  
§

Case Type: Tort  
 Date Filed: 08/18/2015  
 Location: Bernalillo County  
 Judicial Officer: Huling, Valerie

**PARTY INFORMATION**

Defendant Government Employee Insurance Company

Attorneys

Plaintiff Chavez, Valerie

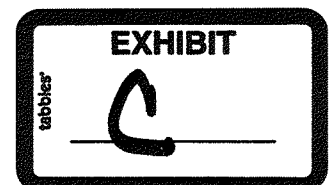
Brian K. Branch  
*Retained*  
 505-764-9710(W)

**EVENTS & ORDERS OF THE COURT****OTHER EVENTS AND HEARINGS**

08/18/2015	<b>Cause Of Actions</b>	Breach of Contract
	Action Type	Action
08/18/2015	<b>Cause Of Actions</b>	Bad Faith
	Action Type	Action
08/18/2015	<b>Cause Of Actions</b>	Other Damages
	Action Type	Action
08/18/2015	<b>Cause Of Actions</b>	Trade Practices Act
	Action Type	Action
08/18/2015	<b>OPN: COMPLAINT</b>	
08/18/2015	<b>ARB: CERT NOT SUBJECT</b>	
08/20/2015	<b>Summons</b>	
	Government Employee Insurance Company	Unservd

**FINANCIAL INFORMATION**

	<b>Plaintiff Chavez, Valerie</b>		
	Total Financial Assessment		132.00
	Total Payments and Credits		132.00
	<b>Balance Due as of 09/22/2015</b>		<b>0.00</b>
08/18/2015	Transaction Assessment		132.00
08/18/2015	File & Serve Payment	Receipt # ALBD-2015-24769 Chavez, Valerie	(132.00)



**RUDOLPH B. CHAVEZ**  
Attorney at Law  
2014 Central Ave SW  
Albuquerque, New Mexico 87104  
(505) 242-5500  
(505) 242-3250-Fax

March 7, 2013

9

Chris Simonson  
Geico General Insurance Company  
PO Box 509105  
San Diego, CA 92150-9930

RE: My Client: Valerie Chavez  
Your Insured: Valerie Chavez  
Your Claim No: 039528661-0101-022  
Date of Loss: November 4, 2011


Dear Mr. Simonson:

Enclosed please find a copy of Ms. Chavez's medical records and demand letter forwarded to Progressive. As you will see, Ms. Chavez's medical bills total \$9,028.22 and she is in need of surgery which should be completed within the next two months. She has already settled with Geico for policy limits of \$25,000. According to my reading of Ms. Chavez's policy, she has a policy limit of \$200,000 under her under-insured coverage. As you know, you will receive a credit for the \$25,000 that was paid to Ms. Chavez by Progressive.

Therefore, I hereby make demand for \$175,000 to fully compensate Ms. Chavez for her current injuries, pain and suffering and future medicals. Please make the check payable to Rudolph B. Chavez, Attorney at Law and Valerie Chavez. If there should be a disagreement regarding her policy limit, please address that in your written response.

Thanking you in advance for your anticipated cooperation in this matter, I remain,

Very truly yours,

  
\_\_\_\_\_  
RUDOLPH B. CHAVEZ

RBC/ts  
Enclosures





STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
SECOND JUDICIAL DISTRICT

VALERIE CHAVEZ,

Plaintiff,

v.

No. D-202-CV-2015-06633

GOVERNMENT EMPLOYEE INSURANCE  
COMPANY,

Defendant.

**NOTICE OF FILING OF REMOVAL**

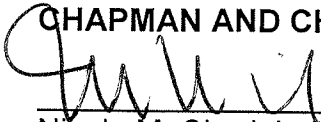
PLEASE TAKE NOTICE that Defendant Government Employee Insurance Company, by and through its counsel of record, Chapman and Charlebois, P.C., (Nicole M. Charlebois and Mark D. Trujillo), has filed a Notice of Removal in the United States District Court for the District of New Mexico. A true and correct copy of the Notice of Removal, attached to this Notice as Exhibit "1" was sent via email to:

Brian K. Branch  
Law Office of Brian K. Branch  
715 Marquette, NW  
Albuquerque, NM 87102  
(505) 764-9710  
[bbranch@bkblaw.net](mailto:bbranch@bkblaw.net)

Rudolph B. Chavez  
Law Office of Rudolph B. Chavez  
2014 Central Ave., SW  
Albuquerque, NM 87104  
(505) 242-5500  
[rchavez@112@comcast.net](mailto:rchavez@112@comcast.net)

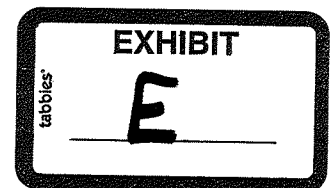
Respectfully submitted,

**CHAPMAN AND CHARLEBOIS, P.C.**



Nicole M. Charlebois  
Mark D. Trujillo  
P.O. Box 92438  
Albuquerque, NM 87199  
Tel: (505) 242-6000  
[nicole@cclawnm.com](mailto:nicole@cclawnm.com)  
[mark@cclawnm.com](mailto:mark@cclawnm.com)

*Attorneys for Defendant Government Employee Insurance Company*

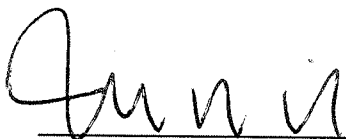


I HEREBY CERTIFY that on the 25<sup>th</sup> day of September, 2015, I filed the foregoing electronically through the Odyssey File and Serve system, which caused the following counsel of record to be served by electronic means, as more fully reflected on the Notice of Electronic Filing, and by email to the following counsel of record:

Brian K. Branch  
Law Office of Brian K. Branch  
715 Marquette, NW  
Albuquerque, NM 87102  
(505) 764-9710  
[bbranch@bkblaw.net](mailto:bbranch@bkblaw.net)

And

Rudolph B. Chavez  
Law Office of Rudolph B. Chavez  
2014 Central Ave., SW  
Albuquerque, NM 87104  
(505) 242-5500  
[Rchavez112@comcast.net](mailto:Rchavez112@comcast.net)  
*Attorneys for Plaintiff*



---

Mark D. Trujillo

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
SECOND JUDICIAL DISTRICT

VALERIE CHAVEZ,

Plaintiff,

v.

No. D-202-CV-2015-06633

GOVERNMENT EMPLOYEE INSURANCE  
COMPANY,

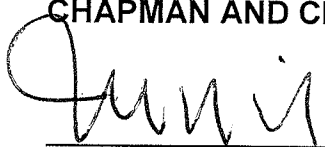
Defendant.

**ENTRY OF APPEARANCE**

Chapman and Charlebois, P.C. (Nicole M. Charlebois and Mark D. Trujillo), hereby enter their appearance on behalf of Defendant Government Employee Insurance Company. Copies of all documents pertaining to litigation in this matter should be sent to the undersigned attorneys.

Respectfully submitted,

**CHAPMAN AND CHARLEBOIS, P.C.**



Nicole M. Charlebois

Mark D. Trujillo

PO Box 92438

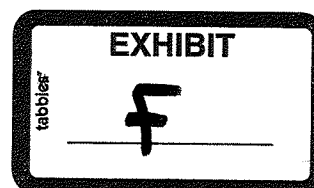
Albuquerque, NM 87199

505-242-6000

[nicole@cclawnm.com](mailto:nicole@cclawnm.com)

[mark@cclawnm.com](mailto:mark@cclawnm.com)

*Attorneys for Government Employee Insurance  
Company*



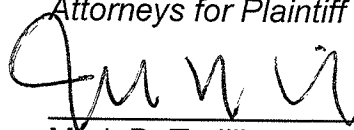
I hereby certify the foregoing was served  
on the following counsel of record via the  
Odyssey File & Serve system on this 25<sup>th</sup>  
day of September, 2015:

Brian K. Branch  
Law Office of Brian K. Branch  
715 Marquette, NW  
Albuquerque, NM 87102  
(505) 764-9710  
[bbranch@bkblaw.net](mailto:bbranch@bkblaw.net)

And

Rudolph B. Chavez  
Law Office of Rudolph B. Chavez  
2014 Central Ave., SW  
Albuquerque, NM 87104  
(505) 242-5500  
[Rchavez112@comcast.net](mailto:Rchavez112@comcast.net)

*Attorneys for Plaintiff*

  
\_\_\_\_\_  
Mark D. Trujillo

JS 44 (Rev. 12/12)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

VALERIE CHAVEZ

**DEFENDANTS**

GOVERNMENT EMPLOYEE INSURANCE COMPANY

(b) County of Residence of First Listed Plaintiff BERNALILLO  
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant MARYLAND  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Brian K. Branch, Law Office of Brian K. Branch, 715 Marquette NW  
Albuquerque, NM 87102 and Rudolph B. Chavez, Law Office of Rudolph  
B. Chavez, 2014 Central Ave. SW, Albuquerque, NM 87104

Attorneys (If Known)

Nicole M. Charlebois and Mark D. Trujillo  
Chapman and Charlebois, P. C.  
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**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question  
(U.S. Government Not a Party)
- ☒ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                                       |                            |   |                            |                                       |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
|   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. Sec. 1332 (a) and 28 U.S. Sec. 1441 (b)  
 Brief description of cause:  
Contract Dispute

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

**FOR OFFICE USE ONLY**

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**EXHIBIT****6**